

CONDITIONS OF SALE

DEFINITIONS

- (a) "Buyer" means the firm, partnership or company with whom the Contract is made;
- (b) "Conditions of Sale" means these terms and conditions of sale;
- (c) "Contract" means the contract for the sale of the Goods and/or instalment of the Goods or any parts of them between the Seller and the Buyer set out in the Quote and these Conditions of Sale;
- (d) "Goods" means the goods set out in the Contract;
- (e) "Quote" means the quote document (and any amendments agreed in writing) describing the Goods;
- (f) "Seller" means Orscheln Europe, the European subsidiary of Orscheln Products LLC, whose main European trading address is at 1 Pelham Road, Central Park, Rugby CV23 0PB.

1. BASIS OF THE SALE

- 1.1 These Conditions of Sale apply to the supply of all Goods by the Seller and are the only standard terms on which the Goods may be sold, offered or provided.
- 1.2 Each quote from the Seller to the Buyer shall be deemed an invitation for the Buyer to purchase the Goods subject to these Conditions of Sale. Each Contract or acceptance of a Quote by the Buyer from the Seller shall be deemed an offer by the Buyer to purchase the Goods subject to these Conditions of Sale.
- 1.3 No Quote or Contract placed by the Buyer shall be deemed to be accepted by the Seller until a written acceptance of the Quote or Contract is issued by the Seller or (if earlier) the Seller commences to fulfil the Quote or Contract in whole or in part. The Seller shall not be obliged to accept a Quote or Contract, and shall not be obliged to give any reason for any such refusal.
- 1.4 Any Quote issued by the Seller shall be valid for the period of one calendar month only.
- 1.5 The Seller shall supply the Goods in accordance with these Conditions of Sale.
- 1.6 No variation of these Conditions of Sale shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller. At the request of either party the other party will verify whether any named individual has the requisite authority.
- 1.7 The Seller's employees or agents are not authorised to make any representations or warranties concerning the Goods including but without prejudice to the generality of the foregoing fitness of the Goods for a particular purpose of the Buyer or their compatibility with any other products unless (a) confirmed in writing in a Contract or (b) agreed between the parties by way of variation of the Contract and these Conditions of Sale. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 1.8 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods, which is not (a) confirmed in writing in a Contract or (b) agreed between the parties by way of variation of the Contract and these Conditions of Sale are followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.9 It shall be the Buyer's responsibility to ensure that the Goods correspond and conform with the requirements of any statute or regulation from time to time in force and affecting the manner in which the Buyer carries on his business or uses the Goods or with practices carried on by prudent persons carrying on the same or similar business as the Buyer.
- 1.10 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2. ORDERS AND SPECIFICATIONS

- 2.1 The Buyer shall be solely responsible for ensuring the accuracy of the terms of any order submitted to the Seller and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 2.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Quote or Contract.
- 2.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirement or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 2.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller. The Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

3. PRICE OF THE GOODS

- 3.1 The price of the Goods shall be the price prevailing for the Goods as listed in the Seller's price list current at the date of delivery of the Goods or in the case of delivery of the Goods by instalment, current at the date of delivery of each instalment unless specifically agreed in writing by the Seller and the Buyer at the date of acceptance of the Buyer's order for the Goods that the price of the Goods shall be a fixed price (the "Price").
- 3.2 Where the price for the Goods has been agreed to be a fixed price in accordance with Condition 3.1 the Seller reserves the right by giving notice to the Buyer at any time up to the date of delivery to increase the price of the Goods to

reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture or costs passed on by its supplier), any change in the delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 3.3 Except as otherwise agreed in writing between the Seller and the Buyer the price of the Goods includes packaging but does not include insurance and transport costs which are the responsibility of the Buyer as set out in Conditions 3.6 and 6. If the Seller agrees to deliver the Goods by dispatch to a destination within mainland UK the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. All export prices are exclusive of the cost of packaging and in the case of delivery by dispatch, transport and insurance.
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Price is exclusive of any applicable Value Added Tax, any other charges, taxes and import and export duties, all of which the Buyer shall pay in addition to when it is due to pay for the Goods.
- 3.6 Risk in the Goods shall pass to the Buyer on delivery of the Goods to the Buyer Ex Works (as defined in Incoterms 2000 as amended from time to time).

#### 4. TERMS OF PAYMENT

- 4.1 Unless otherwise agreed in writing the Seller shall be entitled to invoice the Buyer for the price of the Goods on the date the Goods are delivered (in accordance with Condition 5) or deemed to be delivered. The Buyer shall make all payments due under the Contract in full without deduction whether by way of set-off, counterclaim, discount, statement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.
- 4.2 The Seller shall not be deemed to have received any payments until cleared funds are received. All payments payable under the Contract shall become due immediately on its termination despite any other provisions.
- 4.3 Unless otherwise agreed in writing between the parties the terms of payment shall be:
- 4.3.1 in the case of goods delivered in the United Kingdom, within 30 days from the last date of the month in which the Seller's invoice was issued or the date specified on the face hereof, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request. Payment shall be in pounds sterling or in euro. The Seller reserves the right to specify on the invoice to the Buyer the currency in which payment is required;
- 4.3.2 in the case of export sales, in accordance with Conditions 10.5 and 10.6 hereof.
- 4.4 If the Buyer fails to make any payment on the due date then the whole of the balance of the price of the Goods then outstanding shall become due and payable forthwith and, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 4.4.1 cancel any Contracts, suspend any further deliveries of Goods (whether in transit or ordered under any Contract) to the Buyer or refuse to accept any further orders for Goods;
- 4.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- 4.4.3 charge the Buyer on the amount outstanding from the due date at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC (or such other London clearing bank as the Seller may nominate) from time to time, accruing on a daily basis until payment in full is made, whether before or after judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- 4.4.4 make a storage charge for any undelivered Goods at its rates current from time to time;
- 4.4.5 a general lien on all goods and property belonging to the Buyer and such lien shall be exercisable in respect of all sums lawfully due from the Buyer to the Seller; and the Company shall be entitled on the expiration of 14 days' notice in writing to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

#### 5. DELIVERY

- 5.1 Delivery of the Goods shall take place at the Seller's premises, unless otherwise agreed in writing. The Buyer shall take delivery of the Goods within 14 days of the Seller's notification to the Buyer that the Goods are ready for collection.
- 5.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Seller reserves the right at its sole discretion to make partial deliveries of the Goods and each part so delivered shall, for the purposes of payment, be deemed to be a separate contract and may be invoiced separately. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 5.3 Where no date has been specified for delivery of the Goods the Buyer shall give the Seller all necessary instructions and authorities and generally make all necessary arrangements so that delivery may take place within 14 days after the Seller has notified the Buyer that the Goods are ready for delivery.
- 5.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions of Sale or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 5.5 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control (as further

defined in Condition 7.7) or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

- 5.6 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the Price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 5.7 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery or within 14 days after notification under Condition 5.3 (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 5.7.1 store the Goods until actual delivery and charge the Buyer for all reasonable costs and expenses (including, without limitation, storage and insurance) and risk in the Goods shall pass to the Buyer as the Goods will be deemed delivered; or
- 5.7.2 treat the Contract as repudiated and terminate the Contract with immediate effect and sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price under the Contract or charge the Buyer for any shortfall below the Price under the Contract.
- 5.8 Subject to Condition 7 or unless required to do so by any other of the Conditions of Sale the Buyer may not return the Goods or any part of the Goods to the Seller after delivery unless the Seller specifically agrees in writing to their return and in which case the Buyer shall be liable to pay the Seller a re-stocking charge, which the Seller will notify to the Buyer whenever necessary.

## 6. RISK AND TITLE

- 6.1 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions of Sale, title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price and all other sums then or which become due to the Seller on any account.
- 6.2 Until title in the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Seller's bailee, and shall keep the Goods separate from those of the Buyer and any third parties and properly stored, protected and insured and identified as the Seller's property. If the Goods are incorporated or mixed with other products (the "New Goods") in such a way as the Goods are not a readily identifiable and removable part of the New Goods the Buyer shall store such New Goods in accordance with this sub-condition and the property in such New Goods shall vest in the Seller. The Seller shall be entitled to enter the Buyer's premises upon reasonable notice to verify the Buyer's compliance with this sub-condition.
- 6.3 The Buyer shall be entitled to resell the Goods or the New Goods at the best price obtainable or use the Goods and the New Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods or the New Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer or third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 6.4 Upon any sale of the New Goods, then if the proceeds of sale exceed the Price or the balance of the Price due to the Seller from the Buyer, the Seller shall apply the balance of the proceeds of sale as follows:
- 6.4.1 first, reimbursing the Seller the cost and expense of the taking of possession and sale of the New Goods and any damages which the Seller has suffered as a result of any repudiation of the contract by the Buyer; and
- 6.4.2 secondly, paying any sums due and owing to the creditors of the Buyer in respect of other items used in connection with the manufacture of the New Goods where the property in such items has remained vested in such other creditor by reason of an effective reservation of title clause and the claims of such other creditors pursuant to such reservation of title clauses have been certified to the Seller by the Buyer or its liquidator, creditor or receiver by such other creditors.
- 6.5 Until the property in the Goods or the New Goods passes to the Buyer (and provided the Goods or the New Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods or the New Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods or the New Goods are stored and repossess the Goods or the New Goods and to withhold delivery of any undelivered Goods and stop any Goods in transit.
- 6.6 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 6 shall remain in effect.

## 7. WARRANTIES AND LIABILITY

- 7.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire.
- 7.2 The above warranty is given by the Seller subject to the following conditions:
- 7.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 7.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products;
- 7.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price for the Goods has not been paid by the due date for payment;
- 7.2.4 the Seller shall not be liable for breach if the Buyer continues to use the Goods after providing any notice under Condition 7.4;

- 7.2.5 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or third party to the Seller.
- 7.3 Subject as expressly provided in these Conditions of Sale all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 30 days after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.
- 7.5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions of Sale, the Seller shall at his option be entitled to repair or replace the Goods (or the defective part thereof) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but this shall be the Buyer's sole remedy in relation to any breach of warranties in respect of the Goods and the Seller shall have no further liability to the Buyer. If the Seller requests the Buyer shall return, at the Seller's expense, the Goods or defective part to the Seller.
- 7.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions of Sale.
- 7.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform any of the Seller's obligations under the Contract where such delay or failure is due to any cause beyond the Seller's reasonable control and the Seller shall be entitled to a reasonable extension of time for performing such obligations. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery, material breach of contract or other default of the Seller's suppliers or sub-contractors.
- 7.8 The Buyer warrants that the Goods will be used in accordance with the relevant specifications in relation to maximum loads and bend radii. The Buyer also undertakes that it will not use the Goods in any application other than as specifically permitted by the Seller and set out in its literature and/or the attached documentation unless the Buyer has first advised the Seller in writing of its intention and has obtained the Seller's written consent thereto.
- 7.9 The Buyer agrees to and shall adhere to all applicable United States and foreign export control laws and regulations and will not export or re-export any technical data or products to any proscribed country listed in US Export Administration regulations, or foreign nationals thereof, unless property authorized by the U.S. government.

## 8. INDEMNITY

- 8.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the copyrights or patents in the UK of any other person, the Seller shall indemnify the Buyer against all direct loss (excluding loss of profit or otherwise), damages (excluding consequential economic damage), costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that: 8.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;
- 8.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations; 8.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
- 8.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- 8.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller, for all damages and costs (if any) awarded in favour of the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this Condition.
- 8.2 If any claim of whatsoever nature is made against the Seller by any other person as a result of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) or any statutory, regulatory or industry requirement or guideline, misuse, alteration or repair of the Goods without the Seller's approval or use of the Goods with other incompatible products, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with such a claim.

## 9. INSOLVENCY OF BUYER

- 9.1 This Condition applies if:

- 9.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or partnership) becomes bankrupt or is dissolved or (being a company) goes into liquidation; or
  - 9.1.2 an encumbrancer take possession, or a receiver or administrative receiver is appointed, of the Buyer or of or over any of its property or assets; or
  - 9.1.3 any judgment is obtained against the Buyer or any distress or execution is levied on any premises owned or occupied by the Buyer; or
  - 9.1.4 the Buyer ceases, or threatens to cease, to carry on business; or
  - 9.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 If this Condition applies then, without prejudice to any other right or remedy available to the Seller, condition 4.4 shall apply.

## 10. EXPORT TERMS

Unless agreed otherwise in writing between the parties, the following shall apply:

- 10.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 10 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions of Sale.
- 10.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 10.3 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered Ex Works, or in accordance with any other shipment term on the face hereof, the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 10.4 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which are made after shipment, or in respect of any damage during transit.
- 10.5 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller or, if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of Barclays Bank PLC in England as may be specified in the bill of exchange.
- 10.6 The Buyer shall pay the Price for the Goods in pounds sterling or in euro. The Seller reserves the right to select the currency in which it will invoice the Buyer.

## 11. GENERAL

- 11.1 Any notice required or permitted to be given by either party to the other under these Conditions of Sale shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Where given by first class post such notice will be deemed to have been served two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting) and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notice given in person shall be deemed to be served immediately. Notice given by facsimile shall be deemed to be served on a working day at the time of transmission if sent prior to 4:00 pm, if after 4:00 pm on the next working day.
- 11.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 If any provision of these Conditions of Sale is held by any competent authority to be illegal, void, voidable, unreasonable, invalid or unenforceable in whole or in part, it shall to the extent of such illegality, voidness, voidability, unreasonableness, invalidity or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 11.4 The Contract shall be governed by and construed in accordance with the laws of England and the Buyer and the Seller hereby submit to the non-exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in connection with the Contract.
- 11.5 The Buyer shall not be entitled to assign or otherwise transfer the Contract or any of its rights or obligations there under without the prior consent in writing of the Seller.
- 11.6 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 11.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.8 Except as expressly provided otherwise, no remedy under these Conditions of Sale shall be exclusive of any other remedy and all remedies shall be cumulative.